

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT, E.D.N.Y.
★ AUG 10 2004 ★

UNITED STATES OF AMERICA,
Plaintiff,

Claim No: C104-00795

Civil Claim No.:

BROOKLYN OFFICE

-v.-

GWENDOLYN PERRY,

Defendant.

CV

04 3422

WEINSTEIN, J.

COMPLAINT

CHIEF

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Queens County, New York within the jurisdiction of this Court and may be served with service of process at 11052 Merrick Blvd - Apt A1, Jamaica, New York 11433.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$10,816.20
B. Current Capitalized Interest Balance and Accrued Interest	\$14,839.33
C. Administrative Fee, Costs, Penalties	\$.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$.00
E. Attorneys fees	As Awarded
Total Owed	\$25,655.53

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 7.000% per annum.

Failure to Pay

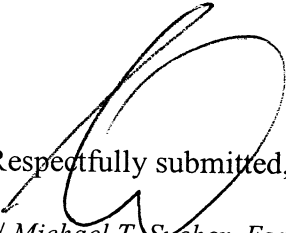
4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

- B. For attorneys' fees to the extent allowed by law; and,
- C. For such other relief which the Court deems proper.

Dated: Brooklyn, New York
August 8, 2004


Respectfully submitted,

s/ Michael T. Sucher, Esq. (MS-9414)

MICHAEL T. SUCHER, ESQ.

Private Counsel for Plaintiff

United States of America

26 Court Street - Suite 2412

Brooklyn, New York 11242

Tel. (718) 522-1995

Fax. (718) 797-3174

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Gwendolyn Perry
11052 Merrick Blvd Apt A1
Jamaica, NY 11433
SSN: -4073

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 5/10/04.

On or about 2/27/79, 4/20/80, 4/2/81, 12/27/81 and 11/20/82, the borrower executed promissory note(s) to secure loan(s) of \$2,500.00, 1,250.00, 1,500.00, 2,500.00, 2,500.00, from Manufacturers Hanover Trust Company at 7.00 percent interest per annum. This loan obligation was guaranteed by the New York State Higher Education Services Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 12/13/84, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$10,816.20 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 CFR 682.410(b)(2), the guarantor charged the borrower interest on the total amount paid to the holder. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 5/22/93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$29.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal	<u>\$10,816.20</u>
Interest:	<u>\$14,660.94</u>
Administrative/Collection Costs:	<u>\$0.00</u>
Late Fees:	<u>\$0.00</u>
Total debt as of <u>5/10/04</u> :	<u>\$25,477.14</u>

Interest accrues on the principal shown here at the rate of \$2.07 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5/27/04

Name: Joan Dyer
Title: Loan Analyst
Branch: Litigation

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA,

Plaintiff,

-against-

GWENDOLYN PERRY,

Defendant.

COMPLAINT

MICHAEL T. SUCHER, ESQ.

Attorney for Plaintiff
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